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A limited liability partnership formed in the State of Delaware

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10 CLEAR CHANNEL OUTDOOR, INC.

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13

14 RICHARD TRAVERSO,

15 Plaintiff,

16 vs.

17 CLEAR CHANNEL OUTDOOR, INC., and  
18 DOES 1 – 10,

19 Defendants.  
20

Case No.: C07-3629 MJJ

**CLEAR CHANNEL OUTDOOR, INC.'S  
ANSWER TO PLAINTIFF'S COMPLAINT**

**JURY TRIAL DEMANDED**

21 **ANSWER**

22 Defendant Clear Channel Outdoor, Inc. ("Clear Channel") hereby answers the allegations of  
23 the Complaint filed in this action by plaintiff Richard Traverso ("Plaintiff"). Unless expressly  
24 admitted herein, Clear Channel lacks sufficient information to admit or deny the allegations of the  
25 Complaint and, on that basis, denies the allegations.

26 1. Answering Paragraph 1 of the Complaint, Clear Channel admits that Plaintiff purports  
27 to assert a cause of action for unlawful detainer against Clear Channel in this action. Except as  
28

1 expressly admitted herein, Clear Channel lacks sufficient information to admit or deny the  
2 allegations of Paragraph 1 and, on that basis, denies the allegations contained therein.

3 2. Answering Paragraph 2 of the Complaint, Clear Channel admits the allegations  
4 contained therein.

5 3. Answering Paragraph 3 of the Complaint, Clear Channel admits the allegations  
6 contained therein.

7 4. Answering Paragraph 4 of the Complaint, Clear Channel lacks sufficient information  
8 to admit or deny the allegations of Paragraph 4 and, on that basis, denies the allegations contained  
9 therein.

10 5. Answering Paragraph 5 of the Complaint, Clear Channel lacks sufficient information  
11 to admit or deny the allegations of Paragraph 5 and, on that basis, denies the allegations contained  
12 therein.

13 6. Answering Paragraph 6 of the Complaint, Clear Channel denies the allegations to the  
14 extent they imply or state that the initial term of the lease at issue ("Lease") was a single five (5)  
15 year term. Clear Channel further denies that the termination date of the Lease, as amended, was  
16 February 28, 2007. To the extent any of the allegations in Paragraph 6 are inconsistent with those  
17 terms and conditions of the Lease and its amendments, Clear Channel denies those allegations, and  
18 each of them. As to Plaintiff's allegation that other amendments may exist to the Lease, but are not  
19 in Plaintiff's possession, Clear Channel lacks sufficient information to admit or deny these  
20 allegations and, on that basis, denies the allegations. Except as expressly denied herein, Clear  
21 Channel admits the allegations of Paragraph 6.

22 7. Answering Paragraph 7 of the Complaint, Clear Channel admits that a copy of a  
23 purported termination notice is attached to the Complaint as Exhibit 2. Except as expressly admitted  
24 herein, Clear Channel denies the remaining allegations in Paragraph 7.

25 8. Answering Paragraph 8 of the Complaint, Clear Channel denies the allegations  
26 contained therein.

1           9.     Answering Paragraph 9 of the Complaint, Clear Channel admits that Plaintiff seeks  
2 possession of the premises by this action. Except as expressly admitted herein, Clear Channel denies  
3 the remaining allegations in Paragraph 9.

4           10.    n/a

5           11.    Answering Paragraph 11 of the Complaint, Clear Channel denies the allegations  
6 contained therein.

7                           **AFFIRMATIVE DEFENSES**

8                           **FIRST AFFIRMATIVE DEFENSE**

9                           **(Failure to State a Claim)**

10           1.     Plaintiff has failed to state a claim upon which relief can be granted.

11                           **SECOND AFFIRMATIVE DEFENSE**

12                           **(No Damages)**

13           2.     Clear Channel alleges as an affirmative defense that Plaintiff has suffered no damages  
14 arising from the acts or omissions alleged by Plaintiff in the Complaint.

15                           **THIRD AFFIRMATIVE DEFENSE**

16                           **(Speculative Damage)**

17           3.     Clear Channel alleges as an affirmative defense that the damages claimed by Plaintiff  
18 in the Complaint are speculative and/or contradicted by the terms of the Lease.

19                           **FOURTH AFFIRMATIVE DEFENSE**

20                           **(Failure to Mitigate)**

21           4.     Clear Channel alleges as an affirmative defense that Plaintiff has failed, refused  
22 and/or neglected to take reasonable steps to mitigate his alleged damages, if any, including without  
23 limitation by refusing to accept rent payments tendered by Clear Channel.

24                           **FIFTH AFFIRMATIVE DEFENSE**

25                           **(Estoppel)**

26           5.     Clear Channel alleges as an affirmative defense that Plaintiff's claims are barred by  
27 the doctrine of estoppel.  
28

**SIXTH AFFIRMATIVE DEFENSE**

**(Performance)**

6. Clear Channel alleges as an affirmative defense that its obligations, if any, to Plaintiff under the Lease have been fully performed.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Unjust Enrichment)**

7. Clear Channel alleges as an affirmative defense that Plaintiff would be unjustly enriched if allowed to recover both possession and the damages sought by him in his Complaint.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Consent)**

8. Clear Channel alleges as an affirmative defense that Plaintiff acquiesced in and/or consented to the acts and omissions alleged in the Complaint.

**WHEREFORE**, Clear Channel prays for judgment as follows:

1. That Plaintiff take nothing by reason of his Complaint;
2. For its costs of suit herein, including reasonable attorneys' fees; and
3. For such other and further relief as this Court may deem just and proper.

DATED: October 25, 2007

REED SMITH LLP

By

  
David S. Reidy  
Attorneys for Defendant  
CLEAR CHANNEL OUTDOOR, INC.

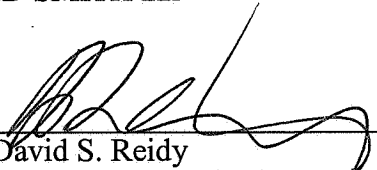
**DEMAND FOR JURY TRIAL**

Defendant Clear Channel Outdoor, Inc. hereby demands a jury trial as to all triable issues in this action.

DATED: October 25, 2007

REED SMITH LLP

By

  
David S. Reidy  
Attorneys for Defendant  
CLEAR CHANNEL OUTDOOR, INC.